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January 2021

FILED
November 25, 2025

C. CASEY FORBES, CLERK
SUPREME COURT OF APPEALS
OF WEST VIRGINIA

**STATE OF WEST VIRGINIA
SUPREME COURT OF APPEALS**

**Sheila Hallman-Warner,
Petitioner Below, Petitioner**

v.) No. 23-267 (ICA 22-ICA-38)

**Bluefield State College Board of Governors,
Respondent Below, Respondent**

MEMORANDUM DECISION

Petitioner Sheila Hallman-Warner appeals the March 6, 2023, memorandum decision of the Intermediate Court of Appeals of West Virginia ("ICA"), affirming the order of the Circuit Court of Kanawha County entered on July 8, 2022, denying her petition to invalidate a settlement agreement.¹ *See Hallman-Warner v. Bluefield State Coll. Bd. of Governors*, No. 22-ICA-38, 2023 WL 2367454 (W. Va. Ct. App. Mar. 6, 2023) (memorandum decision). The petitioner argues that the lower courts failed to consider her arguments related to the validity of the settlement agreement between the parties, including fraud. Upon our review, finding no substantial question of law and no prejudicial error, we determine that oral argument is unnecessary and that a memorandum decision affirming the ICA's memorandum decision is appropriate. *See* W. Va. R. App. P. 21(c).

The respondent employed the petitioner as a professor, and the underlying case involves events occurring during that employment. After a three-day, court-ordered mediation, the parties, who were both represented by counsel, agreed to confidential settlement terms. Subsequently, the parties entered into a written settlement agreement. A few months later, the petitioner filed a self-represented petition to invalidate the settlement agreement and release with the circuit court, which the ICA accurately described as "difficult to follow." Both the respondent and the petitioner's former counsel responded to the petition. The petitioner filed a reply and also filed an "Amendment to Filings April 30, 2021 and June 08, 2021 Petition to Invalidate." Ultimately, the circuit court denied the petitioner's petition to invalidate the settlement without a hearing, concluding that there was no evidence of fraud, duress, or other invalidating factors and that the settlement agreement was valid and enforceable. The petitioner appealed to the ICA, which affirmed the circuit court's order. *See Hallman-Warner*, 2023 WL 2367454, at * 2-3.

Like the ICA,² we review challenges to the enforcement of a settlement agreement under

¹ The petitioner is self-represented. Respondent Bluefield State College Board of Governors is represented by counsel Kelly C. Morgan and Kristen V. Hammond.

² This Court reviews appeals of ICA decisions by considering the relevant circuit or family

the following standard:

Where the issue of the enforceability of a settlement agreement requires the lower court to make findings of fact and apply contractual or other legal principles, this Court will review its order and the ultimate disposition under an abuse of discretion standard, its underlying factual findings under a clearly erroneous standard, and questions of law pursuant to a de novo review.

Syl. Pt. 2, *Triple 7 Commodities, Inc. v. High Country Mining, Inc.*, 245 W. Va. 63, 857 S.E.2d 403 (2021). Here, having reviewed the record on appeal and having considered the ICA's memorandum decision, we find no error in the ICA's analysis. We agree with the ICA that, in these circumstances, the petitioner did not adequately set forth allegations that would warrant setting aside the settlement agreement and that the ultimate conclusion reached by the circuit court was correct. *See Hallman-Warner*, 2023 WL 2367454, at *2-3.

For the foregoing reasons, we affirm.

Affirmed.

ISSUED: November 25, 2025

CONCURRED IN BY:

Chief Justice William R. Wooton
Justice C. Haley Bunn
Justice Charles S. Trump IV
Justice Thomas H. Ewing
Senior Status Justice John A. Hutchison

court order under our well-settled standards of review. *See, e.g.*, Syl. Pt. 3, *Christopher P. v. Amanda C.*, 250 W. Va. 53, 902 S.E.2d 185 (2024) (on appeal from the ICA, reviewing family court order for clear error and abuse of discretion); Syl. Pt. 1, *Folse v. Rollyson*, 251 W. Va. 566, 915 S.E.2d 344 (2025) (on appeal from the ICA, applying de novo review to circuit court order granting motion to dismiss); Syl. Pt. 1, *Moorhead v. W. Va. Army Nat'l Guard*, 251 W. Va. 600, 915 S.E.2d 378 (2025) (on appeal from the ICA, applying de novo review to circuit court's entry of summary judgment).

FILED
January 21, 2026

C. CASEY FORBES, CLERK
SUPREME COURT OF APPEALS
OF WEST VIRGINIA

STATE OF WEST VIRGINIA
SUPREME COURT OF APPEALS

Shelia Hallman-Warner,
Petitioner Below, Petitioner

v.) No. 23-267 (ICA 22-ICA-38)

Bluefield State College Board of Governors,
Respondent Below, Respondent

CORRECTED MEMORANDUM DECISION

Petitioner Shelia Hallman-Warner appeals the March 6, 2023, memorandum decision of the Intermediate Court of Appeals of West Virginia ("ICA"), affirming the order of the Circuit Court of Kanawha County entered on July 8, 2022, denying her petition to invalidate a settlement agreement.¹ *See Hallman-Warner v. Bluefield State Coll. Bd. of Governors*, No. 22-ICA-38, 2023 WL 2367454 (W. Va. Ct. App. Mar. 6, 2023) (memorandum decision). The petitioner argues that the lower courts failed to consider her arguments related to the validity of the settlement agreement between the parties, including fraud. Upon our review, finding no substantial question of law and no prejudicial error, we determine that oral argument is unnecessary and that a memorandum decision affirming the ICA's memorandum decision is appropriate. *See* W. Va. R. App. P. 21(c).

The respondent employed the petitioner as a professor, and the underlying case involves events occurring during that employment. After a three-day, court-ordered mediation, the parties, who were both represented by counsel, agreed to confidential settlement terms. Subsequently, the parties entered into a written settlement agreement. A few months later, the petitioner filed a self-represented petition to invalidate the settlement agreement and release with the circuit court, which the ICA accurately described as "difficult to follow." Both the respondent and the petitioner's former counsel responded to the petition. The petitioner filed a reply and also filed an "Amendment to Filings April 30, 2021 and June 08, 2021 Petition to Invalidate." Ultimately, the circuit court denied the petitioner's petition to invalidate the settlement without a hearing, concluding that there was no evidence of fraud, duress, or other invalidating factors and that the settlement agreement was valid and enforceable. The petitioner appealed to the ICA, which affirmed the circuit court's order. *See Hallman-Warner*, 2023 WL 2367454, at * 2-3.

Like the ICA,² we review challenges to the enforcement of a settlement agreement under

¹ The petitioner is self-represented. Respondent Bluefield State College Board of Governors is represented by counsel Kelly C. Morgan and Kristen V. Hammond.

² This Court reviews appeals of ICA decisions by considering the relevant circuit or family

the following standard:

Where the issue of the enforceability of a settlement agreement requires the lower court to make findings of fact and apply contractual or other legal principles, this Court will review its order and the ultimate disposition under an abuse of discretion standard, its underlying factual findings under a clearly erroneous standard, and questions of law pursuant to a de novo review.

Syl. Pt. 2, *Triple 7 Commodities, Inc. v. High Country Mining, Inc.*, 245 W. Va. 63, 857 S.E.2d 403 (2021). Here, having reviewed the record on appeal and having considered the ICA's memorandum decision, we find no error in the ICA's analysis. We agree with the ICA that, in these circumstances, the petitioner did not adequately set forth allegations that would warrant setting aside the settlement agreement and that the ultimate conclusion reached by the circuit court was correct. *See Hallman-Warner*, 2023 WL 2367454, at *2-3.

For the foregoing reasons, we affirm.

Affirmed.

ISSUED: January 21, 2026

CONCURRED IN BY:

Chief Justice William R. Wooton
Justice C. Haley Bunn
Justice Charles S. Trump IV
Justice Thomas H. Ewing
Senior Status Justice John A. Hutchison

court order under our well-settled standards of review. *See, e.g.*, Syl. Pt. 3, *Christopher P. v. Amanda C.*, 250 W. Va. 53, 902 S.E.2d 185 (2024) (on appeal from the ICA, reviewing family court order for clear error and abuse of discretion); Syl. Pt. 1, *Folse v. Rollyson*, 251 W. Va. 566, 915 S.E.2d 344 (2025) (on appeal from the ICA, applying de novo review to circuit court order granting motion to dismiss); Syl. Pt. 1, *Moorhead v. W. Va. Army Nat'l Guard*, 251 W. Va. 600, 915 S.E.2d 378 (2025) (on appeal from the ICA, applying de novo review to circuit court's entry of summary judgment).

IN THE INTERMEDIATE COURT OF APPEALS OF WEST VIRGINIA

**SHELIA HALLMAN-WARNER,
Plaintiff Below, Petitioner**

vs.) No. 22-ICA-38 (Cir. Ct. Kanawha Cnty. No. 18-C-1066)

**BLUEFIELD STATE COLLEGE
BOARD OF GOVERNORS,
Defendant Below, Respondent**

FILED
March 6, 2023
EDYTHE NASH GAISER, CLERK
INTERMEDIATE COURT OF APPEALS
OF WEST VIRGINIA

MEMORANDUM DECISION

Petitioner Shelia Hallman-Warner appeals the Circuit Court of Kanawha County's July 8, 2022, "Order Denying Plaintiff's Petition to Invalidate Settlement." In that order, the circuit court concluded that the confidential release and settlement agreement entered into by the parties was a valid and enforceable agreement under West Virginia law. Bluefield State College Board of Governors ("Bluefield State") timely filed a response in support of the circuit court's order. Ms. Hallman-Warner filed a reply.¹

This Court has jurisdiction over this appeal pursuant to West Virginia Code § 51-11-4 (2022). After considering the parties' arguments, the record on appeal, and the applicable law, this Court finds no substantial question of law and no abuse of discretion. For these reasons, a memorandum decision affirming the circuit court's order is appropriate under Rule 21 of the Rules of Appellate Procedure.

Ms. Hallman-Warner was a professor at Bluefield State. On August 20, 2018, Ms. Hallman-Warner, by counsel, filed the underlying complaint against Bluefield State alleging that its representatives intentionally provided false and misleading information to the county prosecutor in order to maliciously prosecute a misdemeanor charge against her for discharging a stun gun at the college. Bluefield State allegedly provided the false and misleading information in retaliation for Ms. Hallman-Warner voicing concerns about institutional management issues at the college.

On December 16, 2020, the parties participated in a court-ordered mediation. The parties mediated for three full days, finally agreeing near the close of business on December 18, 2020, that Ms. Hallman-Warner would immediately resign or retire; Bluefield State would pay an agreed upon monetary sum certain to Ms. Hallman-Warner and would pay

¹ Ms. Hallman-Warner is self-represented. Bluefield State is represented by Kelly C. Morgan, Esq., and Kristen V. Hammond, Esq.

for the mediator; the settlement agreement would be confidential to the extent allowed by law; and the settlement agreement would include a non-disparagement clause.

On January 19, 2021, Ms. Hallman-Warner executed a confidential release and settlement agreement memorializing the parties' agreement at mediation. Settlement checks were sent to her then counsel on February 2, 2021. On February 4, 2021, Ms. Hallman-Warner returned Bluefield State's tablet. On February 12, 2021, the circuit court entered an order dismissing the case, with prejudice, on the basis that the parties had reached a settlement of all claims. On February 16, 2021, the settlement checks were cashed.

On or about April 30, 2021, Ms. Hallman-Warner filed her pro se "Petition to Invalidate Settlement Agreement and Release." The petition is difficult to follow but the central theme appears to be that Ms. Hallman-Warner did not feel that the settlement properly held Bluefield State fully accountable for its perceived transgressions against her.

On May 27, 2021, Ms. Hallman-Warner's former counsel, Ryan Umina, at the request of the circuit court, filed a response to the petition. Mr. Umina stated that the "settlement was understood and agreed to by all parties after considerable contemplation" and that Ms. Hallman-Warner entered into the settlement because it was the best choice for her, all things considered. Mr. Umina noted that he was surprised that Ms. Hallman-Warner decided to move forward with her petition to invalidate the settlement.²

On June 3, 2021, Bluefield State filed its response to Ms. Hallman-Warner's petition. Bluefield State argued that Ms. Hallman-Warner could not invalidate a binding settlement agreement simply because she changed her mind.

On June 11, 2021, Ms. Hallman-Warner filed her "Response to Opposition of Petition to Invalidate Settlement Agreement" which consisted of eighteen pages of single-spaced type that is difficult to follow. On August 23, 2021, Ms. Hallman-Warner filed an "Amendment to Filings April 30, 2021 and June 08, 2021 Petition to Invalidate." In her amendment to filings, Ms. Hallman-Warner discussed, among other things, complaints about the college seal and other employment contracts at Bluefield State.

On July 8, 2022, the circuit court entered its "Order Denying Plaintiff's Petition to Invalidate Settlement," without holding a hearing. In its order, the court determined that the settlement agreement was a valid and enforceable agreement under West Virginia law and that there was no evidence of fraud, duress, or any other invalidating factors. It is from this order that Ms. Hallman-Warner appeals.

² Mr. Umina noted in his response that his observations were based upon information he learned at mediation, several hours of telephone calls with Ms. Hallman-Warner following mediation, and facts previously known or discussed thereafter.

Our standard of review is as follows:

Where the issue of the enforceability of a settlement agreement requires the lower court to make findings of fact and apply contractual or other legal principles, this Court will review its order and the ultimate disposition under an abuse of discretion standard, its underlying factual findings under a clearly erroneous standard, and questions of law pursuant to a *de novo* review.

Syl. Pt. 2, *Triple 7 Commodities, Inc. v. High Country Mining, Inc.*, 245 W. Va. 63, 857 S.E.2d 403 (2021).

On appeal, Ms. Hallman-Warner asserts that the circuit court erred by denying her petition to invalidate the settlement.³ Well-settled West Virginia precedent establishes that “[t]he law favors and encourages the resolution of controversies by contracts of compromise and settlement rather than by litigation; and it is the policy of the law to uphold and enforce such contracts if they are fairly made and are not in contravention of some law or public policy.” Syl. Pt. 1, *Sanders v. Roselawn Mem’l Gardens*, 152 W. Va. 91, 159 S.E.2d 784 (1968). “A party to such settlement seeking to re-open the same on any of said grounds must distinctly allege and by clear and convincing evidence prove the particular facts, wherein such accident, mistake or fraud consists[.]” Syl. Pt. 3, in part, *Calwell v. Caperton’s Adm’rs*, 27 W. Va. 397 (1886).

Here, Ms. Hallman-Warner fails to distinctly allege particular facts that would warrant setting aside the parties’ settlement agreement. In her petition to invalidate the settlement agreement, Ms. Hallman-Warner asserts that Bluefield State’s initial settlement offer at mediation of “zero and resign” demonstrates intimidation by Bluefield State that put her under duress. However, duress is not shown because one party to the contract has driven a hard bargain. *Mach. Hauling, Inc. v. Steel of W. Virginia*, 181 W. Va. 694, 699, 384 S.E.2d 139, 144 (1989) (citation omitted). Ms. Hallman-Warner also asserts in her petition to invalidate the settlement that she was “potentially” impaired due to a head injury sustained in 2012. Aside from the speculative nature of such an assertion, Ms. Hallman-Warner fails to explain how such a potential impairment impacted the validity of the settlement agreement. Further, Ms. Hallman-Warner asserts in her petition to invalidate

³ Ms. Hallman-Warner asserts four assignments of error on appeal. However, her brief does not contain headings that correspond with the assignments of error. *See* W. Va. R. App. P. 10(c)(7). Further, it appears from Ms. Hallman-Warner’s brief that this appeal presents a single issue and therefore her assignments of error have been consolidated. *See generally Tudor’s Biscuit World of Am. v. Critchley*, 229 W. Va. 396, 402, 729 S.E.2d 231, 237 (2012) (stating that “the assignments of error will be consolidated and discussed accordingly.”).

the settlement that the mediation took place a few weeks after she sat through a deposition that caused her to “relive painful times never subjected[.]” Disregarding the confusing nature of such an assertion, Ms. Hallman-Warner fails to explain how sitting through a deposition undermines the validity of a settlement agreement she entered into weeks later. The remainder of Ms. Hallman-Warner’s petition to invalidate the settlement is either speculative, irrelevant to the issue that was before the circuit court, or does not allege facts that, even if true, would warrant setting aside the settlement.

Further, “[o]nce a competent party makes a settlement and acts affirmatively to enter into such settlement, his second thoughts at a later time as to the wisdom of the settlement does not constitute good cause for setting it aside.” *Moreland v. Suttmilller*, 183 W.Va. 621, 625, 397 S.E.2d 910, 914 (1990). Ms. Hallman-Warner participated in three days of mediation that culminated in the agreement of essential terms on December 18, 2020. On January 19, 2021, Ms. Hallman-Warner executed a confidential release and settlement agreement memorializing the parties’ agreement at mediation. In February of 2021, she returned the college’s tablet and cashed the settlement checks. Accordingly, Ms. Hallman-Warner made a settlement and then acted affirmatively to enter into and effectuate the settlement. Further, it appears that Ms. Hallman-Warner sought to invalidate the settlement agreement simply because she had second thoughts about her decision to settle. This is made evident in her briefs before this Court, which largely center on Ms. Hallman-Warner’s issues with Bluefield State that are wholly unrelated to the order on appeal. She even states that, “[t]he ‘agreement’ is not effective because [Ms. Hallman-Warner] has NOT moved beyond the wrongs of the past[.]” Ms. Hallman-Warner’s second thoughts as to the wisdom of the settlement do not constitute good cause for setting it aside. Therefore, the circuit court did not abuse its discretion when it denied Ms. Hallman-Warner’s petition to invalidate the settlement agreement.⁴

⁴ As noted previously, in the order refusing to set aside the settlement, the circuit court found that there was “no evidence” of fraud, duress, or any other invalidating factors. Such a finding is erroneous inasmuch as the circuit court did not provide Ms. Hallman-Warner with an opportunity to put on evidence. However, since the ultimate conclusion reached by the circuit court was correct, we affirm. See Syl. Pt. 3, *Barnett v. Wolfolk*, 149 W. Va. 246, 140 S.E.2d 466 (1965) (explaining that the appellate court may affirm on any grounds that are apparent from the record). Ms. Hallman-Warner did not allege any facts in her April 30, 2021 petition that, even if true, would warrant setting aside the settlement.

Accordingly, we affirm.

Affirmed.

ISSUED: March 6, 2023

CONCURRED IN BY:

Chief Judge Daniel W. Greear
Judge Thomas E. Scarr
Judge Charles O. Lorensen

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

SHELIA HALLMAN-WARNER,

Plaintiff,

v.

THE BLUEFIELD STATE COLLEGE
BOARD OF GOVERNORS,

Defendant.

Civil Action No. 18-C-1066
Honorable Carrie L. Webster

FILED
2022 JUL -8 PM 3:11
CATHY S. DAFSON, CLERK
KANAWHA COUNTY CIRCUIT COURT

ORDER DENYING PLAINTIFF'S PETITION TO INVALIDATE SETTLEMENT

Pending before the Court is the pro se Plaintiff's Petition to Invalidate Settlement. This Court has reviewed the Petition, including its attachments and supplemental information provided by Plaintiff, all responses in opposition including Defendant's Response and Response from Plaintiff's former counsel, Ryan Umina, and all pertinent legal authority. This Court finds as follows:

FINDINGS OF FACT

1. Plaintiff, Shelia Hallman-Warner, through her attorney Ryan Umina, brought a civil action setting forth allegations of malicious misconduct against Defendants, The Bluefield State College Board of Governors, Jason Brooks, Sheila Johnson, and John Doe, after Plaintiff was charged with a misdemeanor for discharging a stun gun multiple times while waving it around and telling students not to piss her off while showing pepper spray. Plaintiff acknowledged that this all occurred prior to a class, that she did not have permission from the College to bring the stun gun and pepper spray to class, and that it was not part of the lesson that day. Plaintiff never disputed the essential facts. Plaintiff admitted that she discharged a weapon on campus property, she asserted that Defendants intentionally provided false and misleading information to the Prosecutor in order to establish probable cause and maliciously prosecute the charge against her

in retaliation of her voicing concerns about institutional mismanagement issues at the College.

2. The parties conducted extensive discovery, including written discovery and depositions of several fact witnesses. Pursuant to the Scheduling Order and the Court ordering the parties to participate in Mediation, the parties agreed in October 2020 to use former State Bar President Monica Haddad as the Mediator and further agreed to Mediation on December 16, 2020, on the campus of Bluefield State College since all the parties were in Mercer County. Only counsel and Ms. Haddad had to travel to Bluefield, West Virginia.

3. On November 4, 2020, Defendants filed a Motion to Deem Admitted regarding various Requests for Admissions which had yet to be responded to by Plaintiff, as well as a Motion to Compel regarding inspection of the subject stun gun. This Court directed Plaintiff to respond by November 30, 2020. Although Plaintiff never filed Responses, Plaintiff agreed to produce the stun gun for inspection at an agreed upon time and location following Mediation, if the case did not resolve.

4. On November 13, 2020, Defendants filed a Motion for Summary Judgment on the following grounds: (1) Plaintiff could not make a sufficient showing to maintain an action of malicious prosecution; (2) Plaintiff failed to exhaust administrative remedies for intentional infliction of emotional distress; (3) Plaintiff could not meet the standard for proving an intentional infliction of emotional distress or tort of outrage; (4) Plaintiff could not make a sufficient showing to maintain an action of civil conspiracy; (5) Plaintiff's claims were barred by the doctrine of qualified immunity; and (6) Plaintiff could not recover attorneys' fees. The Scheduling Order required Plaintiff to file a Response no later than November 30, 2020 and Defendants to file Replies by December 7, 2020. Plaintiff never filed a Response to Defendants' Motion for Summary Judgment; however, on December 10, 2020, Plaintiff voluntarily dismissed with prejudice Defendants Jason Brooks and Sheila Johnson only and in return Defendants agreed to a

brief extension of time for Plaintiff to file a Response, if the case did not resolve during Mediation.

5. On December 11, 2020, Plaintiff's counsel requested if the location for Mediation could be changed to undersigned counsel's office; however, undersigned counsel's office was not available for Mediation and only partially staffed due to COVID. Plaintiff originally agreed to attend Mediation at Bluefield State College and the parties were unable to make last minute accommodations due to COVID restrictions. As such, the parties agreed to proceed with Mediation at Bluefield State College. On the day of Mediation, campus was closed due to a water main break. Plaintiff, counsel and the Mediator were the only ones in the administrative building that day, and the parties were able to effectively participate in Mediation on December 16, 2020. Representatives from Bluefield State College Board of Governors and the insurance carrier attended Mediation via telephone and actively participated in negotiations. Since Defendants Johnson and Brooks had been voluntarily dismissed with prejudiced, they did not attend Mediation.

6. During Mediation, the parties discussed numerous issues which affected the plaintiff's allegations and civil case, including Plaintiff's recent activities which might affect her future employment at Bluefield State College. As a result, Defendant remained steadfast that any potential resolution must include Plaintiff's retirement or resignation. After a full day of Mediation, Plaintiff had agreed to retire and/or resign along with a monetary component; however, the parties had not yet reached an agreed upon monetary settlement. The parties continued to negotiate for the next two days and finally reached a settlement close to the end of business on December 18, 2020, which included Defendant paying the Mediator, confidentiality to the extent allowed by law and a non-disparagement clause.

7. On December 22, 2020, counsel discussed whether Plaintiff would resign or retire for purposes of the release agreement, benefits, etc., and ultimately it was agreed that it was better

for Plaintiff to retire effective immediately. Defendant believes that it was more than fair with Plaintiff in reaching final terms of her retirement. Defendant worked with Plaintiff in obtaining her personal items from her office on campus on December 23, 2020, despite the fact that campus was closed for the holidays. After several hours, Plaintiff had not finished retrieving her personal items and Defendant offered for Plaintiff to return at a later date. The parties agreed that Plaintiff could return on January 14, 2021 to retrieve her remaining personal items and to return the school tablet, but Plaintiff never returned and advised that she was not interested in any of the remaining items.

8. Due to various changes in issuing settlement checks, requirements by the State Auditor's Office, and Plaintiff returning the tablet, Plaintiff executed the Final Release and Settlement Agreement on January 19, 2021 and settlement checks were sent to Plaintiff's counsel on February 2, 2021. Plaintiff returned the tablet to Bluefield State College on February 4, 2020. Plaintiff's counsel executed the Dismissal Order on February 8, 2021 and it was entered by this Court on February 12, 2021. Settlement checks were cashed on or about February 16, 2021.

9. On March 1, 2021, Plaintiff's counsel contacted Defendants' counsel requesting Plaintiff's most recent student evaluations for use in applying for a new teaching position for use in efforts to obtain future employment, which was not a term of the Settlement Agreement. Nonetheless, Defendants' counsel forwarded the request to Bluefield State College to provide the information to Plaintiff. All of the requested information was provided to Plaintiff on February 4, 2021. On February 5, 2021, Plaintiff contacted Defendants' counsel advising that she intended to appeal her settlement agreement. Plaintiff's counsel, Ryan Umina, confirmed on February 8, 2021, that he no longer represented Plaintiff and that he was not in agreement with any efforts to appeal or reinstate Plaintiff's case. On February 9, 2021, Plaintiff confirmed that Mr. Umina did not represent her and directed that "no further contact is to be made with him in this ongoing case."

10. Plaintiff filed her Petition to Invalidate the Settlement on April 30, 2021. Defendants objected to Plaintiff's Petition to invalidate the settlement for the following reasons: 1) The Release and Settlement Agreement is binding pursuant to *Arnold v. Turek*, 185 W. Va. 400, 408, 407 S.E.2d 706, 714 (1991) because there is no evidence of fraud, duress, or other invalidating factors; 2) Plaintiff had ample time to voice any objection with her counsel and instead proceeded to clear out her office, complete the necessary paperwork for retirement, execute the Release and Settlement Agreement on January 19, 2021, and cash the settlement checks. 3) Plaintiff simply changed her mind with regard to the Settlement reached. 4) Plaintiff breached specific terms of the confidential Release and Settlement Agreement including but not limited to Plaintiff relied on the advice of her counsel of her choosing, that she voluntarily accepted the terms of the Release, that she would not assert mutual mistake of fact, confidentiality, no comment about the cause or effect of her retirement, agreement not to make any disparaging statements about Defendants, business practices, operations, etc., and to remove all disparaging posts and comments on Facebook.

CONCLUSIONS OF LAW

1. 'Where the parties have made a settlement ... such settlement is conclusive upon the parties thereto as to the correctness thereto in the absence of accident, mistake or fraud in making the same.' Syllabus point 1, in part, *Calwell v. Caperton's Adm'rs*, 27 W.Va. 397 (1886)." Syllabus Point 7, *DeVane v. Kennedy*, 205 W.Va. 519, 519 S.E.2d 622 (1999).

2. '[T]he law favors and encourages the resolution of controversies by contracts of compromise and settlement rather than litigation; and it is the policy of the law to uphold and enforce such contracts if they are fairly made and are not in contravention of some law or public policy.' Syl. Pt. 1, *Sanders v. Roselawn Memorial Gardens, Inc.*, 152 W.Va. 91, 159 S.E.2d 784 (1968)." Syllabus Point 1, *Moreland v. Suttmiller*, 183 W.Va. 621, 397 S.E.2d 910 (1990).

3. Absent fraud, duress, or other invalidating factors, a Release and Settlement Agreement is binding. *Arnold v. Turek*, 185 W. Va. 400, 408, 407 S.E.2d 706, 714 (1991).

4. The Court **FINDS** that the settlement reached between the parties, with the assistance of counsel and a mediator, appears to have been a full and fair settlement of all claims. Thereafter, Plaintiff received and cashed the proceeds of the settlement. It was later that Plaintiff had second thoughts about the settlement to which she consented.

5. The Court **FINDS** that as a simple matter of contract law, the "Final Release and Settlement Agreement" is a valid and enforceable agreement. The Court further finds that there is no evidence of fraud, duress, or any other invalidating factors. The Court is not persuaded by Plaintiff's assertions, specifically those that reference information she discovered *after* the settlement. The "Final Release and Settlement Agreement" is binding and reflects the terms that counsel agreed to between the parties. As a result, the Court **FINDS** that the "Final Release and Settlement Agreement" reflects the agreement reached by the parties.

6. The Court **DENIES** Plaintiff's Petition to Invalidate Settlement. Plaintiff's objections are noted.

7. It is further ordered that all parties shall bear their own costs incurred during the litigation of the above-captioned matter.

8. By entry of this Order, this matter is hereby dismissed, with prejudice.

9. Upon entry of this Order, the Clerk of the Court shall provide a copy to all counsel of record *and to the Plaintiff at her address of record.*

ENTERED this 8 day of July, 2022.

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, SS
I, CATHY S. GATSON, CLERK OF CIRCUIT COURT OF SAID COUNTY
AND IN SAID STATE, DO HEREBY CERTIFY THAT THE FOREGOING
IS A TRUE COPY FROM THE RECORDS OF SAID COURT.
GIVEN UNDER MY HAND AND SEAL OF SAID COURT THIS
DAY OF July 2022
CATHY S. GATSON, CLERK
CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA
APP0105

Carrie Webster

Honorable Carrie L. Webster

18-C-1066

Page 7 of 7

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RECEIVED
JUL 14 2022

Bailey & Wyant

FILED 

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

2021 FEB 12 AM 9:41

SHELIA HALLMAN-WARNER,

Plaintiff,

CATHY S. GATSON, CLERK
KANAWHA COUNTY CIRCUIT COURT

v.

Civil Action No. 18-C-1066
Honorable Carrie L. Webster

THE BLUEFIELD STATE COLLEGE
BOARD OF GOVERNORS,

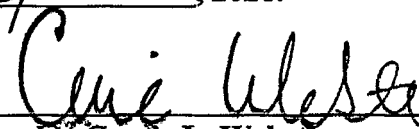
Defendant.

DISMISSAL ORDER

COMES NOW the parties and announce to the Court that all claims asserted in the above-captioned matter have been fully compromised and resolved. The parties move this Court for entry of an Order dismissing the above-captioned matter, with prejudice.

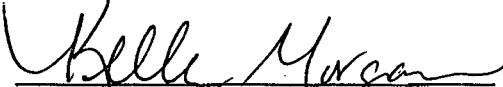
Therefore, by entry of this Order, the above-captioned matter is hereby dismissed, with prejudice. It is further ordered that all parties shall bear their own costs incurred during the litigation of the above-captioned matter. Upon entry of this Order, the Clerk of the Court shall provide a copy to all counsel of record.

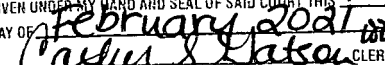
ENTERED this 12th day of February, 2021.


Honorable Carrie L. Webster

Agreed to By:


Ryan J. Umina, Esq. (WV Bar #13056)
Umina, Davis, Minutelli & Gutta, PLLC
125 Greenbag Road
Morgantown, WV 26501
Counsel for Sheila Hallman-Warner


Kelly C. Morgan (WV Bar #9519)
Bailey & Wyatt, PLLC
500 Virginia Street, East, Suite 600
Post Office Box 3710
Charleston, West Virginia 25337-3710
Counsel for Defendant

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, SS
I, CATHY S. GATSON, CLERK OF CIRCUIT COURT OF SAID COUNTY
AND IN SAID STATE, DO HEREBY CERTIFY THAT THE FOREGOING
IS A TRUE COPY FROM THE RECORDS OF SAID COURT.
GIVEN UNDER MY HAND AND SEAL OF SAID COURT THIS 12
DAY OF February, 2021.

CATHY S. GATSON, CLERK
CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

SHELIA HALLMAN-WARNER,

Plaintiff,

v.

Civil Action No. 18-C-1066
Honorable Carrie L. Webster

THE BLUEFIELD STATE COLLEGE
BOARD OF GOVERNORS, JASON
BROOKS, SHELIA JOHNSON, and
JOHN DOE, individually and in their
capacity as employees, agents and/or other
representatives of Bluefield State College,

Defendants.

FINAL RELEASE, COMPROMISE, AND SETTLEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENT that I, SHELIA HALLMAN-WARNER, IN AND FOR THE SOLE CONSIDERATION OF the present value sum of THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$37,500.00), the receipt of which is hereby acknowledged in full, together with other good and valuable consideration, and by these present, do hereby for myself, my agents, heirs, assigns, personal representatives, and for any and all other persons, firms, partnerships, and corporations associated with me, including any persons, entities, and anyone in privy with me (hereinafter referred to collectively as "RELEASOR"), forever release, relieve, acquit, and discharge THE BLUEFIELD STATE COLLEGE BOARD OF GOVERNORS and their successors, assigns, masters, principals, heirs, agents, administrators, receivers, independent contractors, insurers, reinsurers, insureds, partners, servants, employees, subsidiaries or affiliated corporations or divisions, predecessors or successors in interest, attorneys as well as all other persons, firms, or corporations with whom the individuals and entities released

hereby have been, are now, or may hereafter be affiliated (hereinafter referred to collectively as "**RELEASEES**"), for and from any and all liability, claims, fault, demands, controversies, damages, actions, and causes of action of every kind and character whatsoever including but not limited to those in contract, in tort, and/or those related to the handling of any claim or cause of action, including but not limited to attorneys' fees, costs, and expenses heretofore and hereafter incurred, arising out of or related to the hiring, promotion, supervision, management, compensation, review, and/or discipline of the **Releasor**, or relating to any other aspect of tenure, terms, conditions, or privileges of the **Releasor's** employment at **Bluefield State College**, which are now known or may become known in the future arising directly or indirectly in any manner from the claims asserted by **SHELIA HALLMAN-WARNER** and/or to arise out of damages asserted by **SHELIA HALLMAN-WARNER** as a result of her employment with **THE BLUEFIELD STATE COLLEGE BOARD OF GOVERNORS** and/or by reason of and/or growing out of the claims asserted and/or the lawsuit that has been pursued in the Circuit Court of Kanawha County, West Virginia, styled as "**SHELIA HALLMAN-WARNER V. THE BLUEFIELD STATE COLLEGE BOARD OF GOVERNORS, JASON BROOKS, SHELIA JOHNSON, AND JOHN DOE**" with Civil Action No. 18-C-1066 (hereinafter referred to as "Civil Action").

I, **SHELIA HALLMAN-WARNER**, specifically understand that this release is to encompass all claims arising under the West Virginia Human Rights Act, West Virginia Code §5-11-1, et seq. and any grievances that I have filed, to date, in the course of my employment at Bluefield State College relative to the acts of misconduct alleged or which could have been alleged as a result of my employment, whether known or unknown at this time.

I, **SHELIA HALLMAN-WARNER**, expressly understand and agree that this

"RELEASE AND SETTLEMENT AGREEMENT OF ALL CLAIMS" (hereinafter referred to as **"RELEASE"**) is intended to and does include and apply to all damages and claims of any kind to **me** and/or the **Releasor**, and that it covers also all past, present, and future claims, including but not limited to or effects of any alleged damages and/or damages whether such effects are now known or may become known in the future by **me** and/or the **Releasor**.

RETIREMENT

I, **SHELIA HALLMAN-WARNER**, acknowledge that as part of this settlement, that I have agreed to immediately retire from my employment with Bluefield State College, effective December 18, 2020. I further agree that I will not reapply in the future for any position with Bluefield State College.

LIENS AND HOLD HARMLESS

I, **SHELIA HALLMAN-WARNER**, warrant that I am responsible to pay any outstanding medical bills, liens, or other expenses which now exist or may hereafter exist due to any treatment and/or damages I received or may receive in the future as a result of the claims, losses, and damages for which this **Release** is given, and the same will be paid out of the settlement amount received. I further warrant that the **Releasees** are not responsible for paying those liens and I agree to indemnify and hold harmless the **Releasees** for any such liens, claims, etc.

I, **SHELIA HALLMAN-WARNER**, further represent that no additional claims are contemplated by **me** and/or the **Releasor** against the **Releasees** released herein, whether present, future, or former for the claims, losses, and damages for which this **Release** is given. The present warranties are made part of the consideration for the complete release and

settlement of this matter.

It is further expressly understood and agreed that in exchange for the consideration described herein, I, **SHELIA HALLMAN-WARNER**, agree that I am solely responsible for any and all valid demands, damages, actions, causes of action, suits at law or equity, liens, claims and cross-claims, including but not limited to any derivative and/or subrogation claims of whatever kind and nature made or brought by any person, firm, corporation, governmental agency, insurer, insured, health care provider, or other individual or entity, including but not limited to health care providers and insurers as well as Medicare, Medicaid, Healthcare Recoveries, the Social Security Administration, the Centers for Medicare and Medicaid Services ("CMS"), the Medicare Secondary Payer Recovery Contractor ("MSPRC"), and/or any other governmental agency or program made against me against the **Releasees**, on account of or in any way connected with the claims, damages, and injuries of **me**, arising out of the claims, losses, and damages for which this **Release** is given and/or that made the subject of Civil Action No. 18-C-1066 pursued in the Circuit Court of Kanawha County, West Virginia, or the provision of any medical, mental health, cosmetic, vocational, or other professional services to **me**, **SHELIA HALLMAN-WARNER**, as a result of and/or arising out of the claims, losses and damages for which this **Release** is given. I, **SHELIA HALLMAN-WARNER**, recognize that payments may have been, or may be made, for expenses incurred. It is my express intention to be solely responsible for any subrogation obligations or repayment obligations to any entity or entities that may make any such payments or incur any other expenses. By executing this agreement, I, **SHELIA HALLMAN-WARNER**, expressly agree to defend, indemnify and hold harmless the **Releasees** from any and all claims that may arise in connection with such obligations.

LEGAL ADVICE

I, **SHELIA HALLMAN-WARNER**, hereby declare that I have had the opportunity to consult with and obtain the advice of my counsel of my own choice, that the terms of this **Release** have been completely read and fully understood, and that I completely and voluntarily accept the terms of this **Release**.

I, **SHELIA HALLMAN-WARNER**, agree that I will not, in the future, assert mutual mistake of fact regarding the basis of this **Release** as it is my understanding that any and all claims and damages, including those which may be discovered or known in the future, are compromised and settled by the payment of the settlement contribution recited herein and that all claims asserted and/or that arise out of damages sustained by **me** as a result of my employment with Bluefield State College, and/or by reason of and/or growing out of the claims asserted and/or lawsuit, Civil Action No. 18-C-1066, that I have pursued in the Circuit Court of Kanawha County, West Virginia, and/or against **Releasees**, whether known or unknown, are forever barred.

ENTIRE AGREEMENT

As further consideration of the sum aforesaid, I, **SHELIA HALLMAN-WARNER**, warrant that no promise, inducement, or agreement not herein expressed has been made to **me**. I further warrant that in executing this **Release** I am not relying upon any statement or representation made by **Releasees** or their agents or servants concerning the nature, extent, or duration of my alleged claims, injuries, and damages or concerning any other thing or matter and I am relying solely upon my own judgment after advisement of my counsel.

It is further understood and agreed that this **Release** contains the entire agreement between the parties hereto, **Releasor** and **Releasees**, and that the terms of this **Release** are

contractual and not a mere recital and shall survive the execution of a dismissal order and/or any other contracts or orders.

NO ADMISSION OF LIABILITY

It is further understood and agreed by and between the **Releasor and Releasees** that payment of the sum of **THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$37,500.00)** is not an admission of liability and/or fault on the part of the **Releasees** or any person, entity, or party released herein but is made in compromise and settlement of disputed claims, losses, and damages for which this **Release** is given.

CONFIDENTIALITY AND NON-DISPARAGEMENT

It is further understood and agreed that I, **SHELIA HALLMAN-WARNER**, agree and acknowledge that I will not make now and/or in the future any public disparaging statements concerning **Releasees** or their respective officers, employees, attorneys, agents, services, and/or business practices and operations. I will remove all disparaging posts and comments concerning **Releasees** from my Facebook page. I will make no comment about the cause or effect of my retirement of my employment with **Releasee**. If a question arises regarding the settlement, each party will only respond that an agreement was reached to the satisfaction of each party. This terms of this agreement and document shall not be released except by a valid order of a court of competent jurisdiction or if a FOIA request is sent to the W. Va. Board of Risk and Insurance Management and then it may be released pursuant to their policies and procedures. This Non-Disparagement Clause shall not prevent **Releasors** and/or **Releasees** from disclosing any information to necessary healthcare providers, attorneys, tax advisors, accountants, or others who receive such information in confidence or by court order.

TAX CONSEQUENCES OF SETTLEMENT

No representations have been made to me, **SHELIA HALLMAN-WARNER**, and/or **Releasor** regarding the taxability of all or any portion of this settlement. I, **SHELIA HALLMAN-WARNER**, have had the opportunity to seek independent advice regarding any tax consequences of this settlement, and accept responsibility for satisfaction of any tax obligation, if any, that may result from this settlement.

COMPETENCY & DISMISSAL

I, **SHELIA HALLMAN-WARNER**, further affirm that I am over the age of 18 years of age and am legally competent to execute this **Release**. I affirm that I have been fully informed of the contents and meaning of this **Release** and am executing this **Release** with full knowledge thereof.

Finally, I, **SHELIA HALLMAN-WARNER**, direct my attorney to execute on my behalf a Stipulation of Dismissal pursuant to Rule 41 (a)(1)(ii) of the *West Virginia Rules of Civil Procedure* which dismisses, with prejudice, and on the merits, **ALL NAMED DEFENDANTS, either individually or in their official capacity** from the aforementioned Civil Action No. 18-C-1066 with the full understanding that I, **SHELIA HALLMAN-WARNER**, will be forever prohibited from asserting any other cause of action and/or claims against **ALL NAMED DEFENDANTS, either individually or in their official capacity, Releasees**, and/or any other persons, parties or entities released herein as a result of my employment with **THE BLUEFIELD STATE COLLEGE BOARD OF GOVERNORS** and/or by reason of and/or growing out of Civil Action No. 18-C-1066 and/or that made the basis of this **Release** and for which this **Release** is given.

CONSIDERATION RECEIVED / DISTRIBUTED

I, **SHELIA HALLMAN-WARNER**, acknowledge that the gross settlement amount is comprised of **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$37,500.00)**. I, **SHELIA HALLMAN-WARNER**, warrant that the payment comprising the gross settlement amount of **THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$37,500.00)** has been received by me and my counsel, and satisfied by Releasees. I **UNDERSTAND AND AGREE** that the amount to be paid to me shall be paid by the issuance of two settlement checks totaling **THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$37,500.00)** and that no additional amount will be paid for attorneys' fees, costs, or expenses or for any other item of damage, penalty, or accrued interest.

The first settlement check will be made payable to "**Sheila Hallman-Warner and her attorney, Ryan Umina**" in the amount of **TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00)**. The second settlement check will be made payable to "**Sheila Hallman-Warner**" in the amount of **TWELVE THOUSAND AND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$12,500.00)**. I understand that this manner of the payment of this settlement totaling **THIRTY SEVEN THOUSAND AND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$37,500.00)** has been agreed upon between me and my counsel and **NO OTHER PAYMENT BY THE PARTIES HEREBY RELEASED WILL BE MADE IN CONNECTION TO THIS LAWSUIT NOW OR AT ANY TIME IN THE FUTURE.**

IN WITNESS WHEREOF, I, **SHELIA HALLMAN-WARNER**, HEREBY STATE AND AFFIRM THE ABOVE: I, **SHELIA HALLMAN-WARNER**, have read and understood the Release completely before signing and hereunto set my hands this _____

day of January 2020.

Shelia Hallman-Warner
SHELIA HALLMAN-WARNER

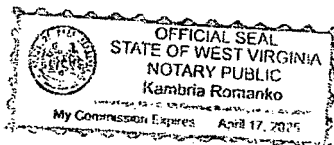
STATE OF West Virginia,

COUNTY OF Monongalia, TO-WIT:

I Kambria Romanko, a Notary Public in and for the State and County
aforesaid, do hereby certify that SHELIA HALLMAN-WARNER, whose name is signed
to the foregoing **Release and Settlement Agreement of All Claims**, bearing date of the
19 day of January, 2020, have this day acknowledged the same before
me in my said County.

Given under my hand this 19 day of January, 2020.

My commission expires April 17, 2025.



NOTARY SEAL

Kambria Romanko
NOTARY PUBLIC

SETTLEMENT SHEET

Shelia Hallman-Warner - Settlement with Bluefield State College

Settlement (paid by State of West Virginia)	\$12,500.00
Settlement (paid by National Union Fire Insurance Co. of Pitt.)	\$25,000.00
Less Attorney Fees (33.3% Contingent Fee - \$2,542.62 Reduction)	\$ 9,944.88
Less Expenses Advanced by Attorney	<u>\$ 3,555.12</u>
NET SETTLEMENT	\$ 24,000.00

DISBURSEMENT 1

Shelia Hallman-Warner - Net Settlement Proceeds (Wire Transfer)	\$ 24,000.00
Attorney Fees(33.3% Contingent Fee - \$2,542.62 Reduction)	\$ 9,944.88
Expenses Advanced by Attorney	<u>\$ 3,555.12</u>
Total Disbursements	\$ 37,500.00

Date

Client Name

Letter of Opinion

Subject: Sheila Hallman-Warner

April 28, 2025

From:

04/30/2020 11:38

#139 P.004/004

WARNER, v. THE BLUEFIELD STATE COLLEGE BOARD OF GOVERNORS, JASON BROOKS, SHELIA JOHNSON, and JOHN DOE, individually and in their capacity as employees, agents and/or other representatives of Bluefield State College, Civil Action No. 18-C-1066. The information described above may be used by and released to the law firm of Bailey & Wyant, PLLC, its agents and subcontractors. The above information should be sent to:

Kelly C. Morgan, Esq.
Bailey & Wyant, PLLC
500 Virginia Street, East, Suite 600
Charleston, West Virginia 25301
(304) 345-4222

This Authorization constitutes a release for all health, medical and billing records from 2000 to present day. By signing this Authorization, I am permitting the disclosure and sharing of my health, medical and billing information for the purpose described above. I understand that signing this Authorization may cause the health, medical and billing information disclosed or shared pursuant to this Authorization to no longer receive protections of federal privacy laws. The restrictions placed on the release of the records described above by state and federal laws and regulations are expressly waived.

I understand that this Authorization is entered into voluntarily. I do not have to sign this Authorization as a condition of treatment nor do I have to sign this Authorization as a precondition to payment, enrollment in a health plan or eligibility for benefits. I understand that the person or organization to whom my health, medical and billing information is disclosed pursuant to this Authorization can re-disclose the information for purposes of the above-referenced civil action. I understand that this consent is revocable except to the extent that action has been taken in reliance thereon and that this consent will remain in force for one (1) year from the date of execution in order to effectuate the purpose for which it is given. I understand that my written revocation will become effective upon receipt by the health care provider. I understand and authorize that a photocopy of the original of this Authorization shall have the same effect as the original. I understand I am entitled to receive a copy of this signed Authorization.

I am signing this Authorization under my own free will, and fully understand the implications thereof.

Shelia Hallman-Warner

Signature:



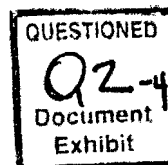
Date:

4-9-20

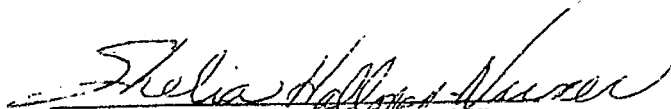
Witness
Name:

Signature:

Date:



day of January 2020.


SHELIA HALLMAN-WARNER

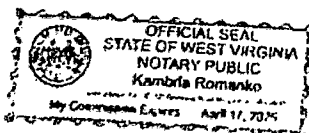
STATE OF West Virginia,

COUNTY OF Monongalia, TO-WIT:

I Kambria Romanko, a Notary Public in and for the State and County
aforesaid, do hereby certify that SHELIA HALLMAN-WARNER, whose name is signed
to the foregoing Release and Settlement Agreement of All Claims, bearing date of the
19 day of January, 2020, have this day acknowledged the same before
me in my said County.

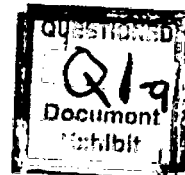
Given under my hand this 19 day of January, 2020.

My commission expires April 17, 2025.



NOTARY SEAL


NOTARY PUBLIC



Wilson R. Harrison made similar comments: "...the fundamental rule which admits of no exception when handwritings are being compared... is simple – whatever features two specimens of handwriting may have in common, they cannot be considered to be of common authorship if they display but a single consistent dissimilarity in any feature which is fundamental to the structure of the handwriting, and whose presence is not capable of reasonable explanation."

James V.P. Conway expressed the same theme when he wrote: "A series of fundamental agreements in identifying individualities is requisite to the conclusion that two writings were authored by the same person, whereas a single fundamental difference in an identifying individuality between two writings precludes the conclusion that they were executed by the same person", and finally,

Albert S. Osborn and others have generally agreed that, despite numerous similarities in two sets of writings, a conclusion of identity cannot be made if there are one or more differences in fundamental features of the writings.

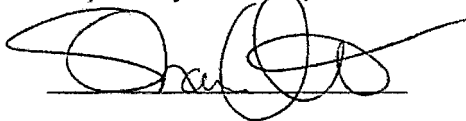
CONCLUSION

Based upon a thorough analysis of these items and from an application of accepted forensic document examination tools, principles, and techniques, it is my professional expert opinion that the Questioned signature, purportedly written by Shelia Hallman-Warner, on Exhibit Q1-9, when compared to the twenty-one (21) Known signatures of Shelia Hallman-Warner labeled Exhibits K1-K21, has resulted in this document examiner's opinion that Shelia Hallman-Warner **DID NOT** author the Questioned signature labeled Exhibit Q1-9.

Furthermore, based upon a thorough analysis of these items and from an application of accepted forensic document examination tools, principles, and techniques, it is my professional expert opinion that the Questioned signature, purportedly written by Shelia Hallman-Warner, on Exhibit Q2-4, when compared to the twenty-one (21) Known signatures of Shelia Hallman-Warner labeled Exhibits K1-K21, has resulted in this document examiner's opinion that Shelia Hallman-Warner **DID NOT** author the Questioned signature labeled Exhibit Q-4.

I am willing to testify to this fact in a court of law and will provide the Court with exhibits showing I had sufficient data to prove my professional expert opinion is correct.

Respectfully submitted,



Sharon Ottinger

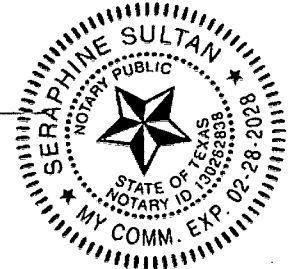
The above Document Examiner Letter of Opinion (Subject: Shelia Hallman-Warner) was sworn and subscribed before me by Sharon Ottinger this 25th day of April, 2025.

State of Texas
County of Harris

§
§
§ Seraphine Sultan

3

Subject: Shelia Hallman-Warner



Sharon Ottinger

Court-Qualified, Expert Document Examiner
P.O. Box 241, Seabrook, TX 77586 ~ 713-859-6882
123Forgery.com - 123Forgery@gmail.com

Document Examiner Letter of Opinion

Subject: Shelia Hallman-Warner

April 28, 2025

REQUEST

I was asked to examine one (1) signature, purportedly signed by Shelia Hallman-Warner, on a nine-page document entitled *FINAL RELEASE, COMPROMISE, AND SETTLEMENT AGREEMENT*, dated January 19, 2021. I was also asked to examine an additional signature purportedly signed by Shelia Hallman-Warner on a four-page document entitled *HIPAA-COMPLIANT AUTHORIZATION FOR RELEASE OF CONFIDENTIAL MEDICAL INFORMATION*, dated April 9, 2020. The purpose of the examinations is to determine if the questioned signatures on these two documents are Shelia Hallman-Warner's authentic signatures.

EXAMINATIONS

The Questioned signature on the document entitled *FINAL RELEASE, COMPROMISE, AND SETTLEMENT AGREEMENT*, dated January 19, 2021, has been labeled Exhibit Q1-9. The Questioned signature on the document entitled *HIPAA-COMPLIANT AUTHORIZATION FOR RELEASE OF CONFIDENTIAL MEDICAL INFORMATION*, dated April 9, 2020, has been labeled Q2-4.

I also received twenty-one (21) documents with Known signatures of Shelia Hallman-Warner. These Known signatures have been labeled Exhibits K1 – K21.

NOTE: (Q = Questioned Signature) (K = Known Signature)

COMPARISONS

The identification of any signature/handwriting is based on the agreement, without unexplained differences, of the handwriting characteristics displayed. These characteristics include the form of the letters, the beginning, connecting, and ending strokes, the proportions of letters, the size and curvature of the writing/printing, the spacing and arrangement of the letters, and the skill of the writer. The alignment, positioning, and outstanding significant features are other factors used to analyze, compare, and evaluate handwriting. The elimination or identification of an author is based on a lack of or a preponderance of some or all of the above-noted characteristics.

The Questioned signatures of Shelia Hallman-Warner, labeled Exhibits Q1-9 and Q2-4, in addition to the twenty-one (21) Known signatures of Shelia Hallman-Warner, labeled Exhibits K1-K21, were enlarged. A meticulous examination was conducted using a side-by-side comparison with the unaided eye and photocopy enlargements.

Sharon Ottinger

Curriculum Vitae

Court-Qualified, Expert Document Examiner

123Forgery@gmail.com ~ 123Forgery.com ~ 713-859-6882

P. O. Box 241, Seabrook, TX 77586-0241

PROFESSIONAL SUMMARY

Sharon Ottinger is a Court-Qualified Expert Document Examiner and skilled authority in handwriting identification with approximately 20 years of experience in signature and document examination.

EDUCATION

Bachelor of Science - May 1992

University of Houston - Clear Lake, Houston, TX

Master of Education - School Counseling - December 1997

Dallas Baptist University, Dallas, TX

Master of Education - Educational Administration - December 2010

Lamar University, Beaumont, TX

TRAINING & EXPERIENCE

Ms. Ottinger was in an apprentice program from September 2003 until September 2005 with one of the leading court-qualified forensic expert document examiners in the U.S. After her apprenticeship, she worked part-time for approximately fourteen years where she analyzed, compared, and examined "Known" and "Questioned" signatures, handwriting, and documents. Ms. Ottinger has been working independently for over six years and devoting herself to full-time document examination since January 2019.

Ms. Ottinger also attended workshops and seminars on various aspects of Document Examination. Some topics included proper examination of various types of signatures, handwriting identification, handwriting discrimination, distinguishing whether a signature or handwriting is authentic, determining disguised handwriting, analyzing altered numerals, and correctly labeling signatures and documents.

Additionally, her ongoing education includes enrollment in a twelve-month online course entitled *Training Course in Questioned Handwriting & Document Examination* by Reed Hayes.

SERVICES PROVIDED

- VERBAL OPINION - This includes examining/analyzing a suspected signature or document whereby a professional, expert verbal opinion is offered.
- Notarized LETTER OF OPINION - This is available after the completion of an examination/analysis of a signature or document and is a written letter that includes a professional, expert opinion with supporting documentation.
- DEPOSITION - Can be given either in person or via ZOOM
- COURT TESTIMONY - Can be given either in person or via ZOOM

TRAINING

I have studied and been trained in the examination, comparison, analysis, and identification of handwriting, in addition to examining signatures, altered numerals, and altered documents. I have approximately 20 years of experience in this field, and a true and correct copy of my Curriculum Vitae is attached as *Exhibit 1*.

METHODOLOGY

The scientific methodology used in this examination was the standard operating procedures set forth by SWGDOC and the American Academy of Forensic Science. The American Board of Forensic Document Examiners adopted these guidelines in reports and testimony. The Scientific Working Group for Document Examiners recommends this method as the standard in this field. The *SWGDOC Standard for Examination of Handwritten Items* is attached as *Exhibit 2*, and the *SWGDOC Standard Terminology for Expressing Conclusions of Forensic Document Examiners* is attached as *Exhibit 3*.

HYPOTHESIS

My hypothesis regarding the authorship and authenticity of the one (1) Questioned signature on the document entitled *FINAL RELEASE, COMPROMISE, AND SETTLEMENT AGREEMENT*, labeled Exhibit Q1-9, and the one (1) Questioned signature on the document entitled HIPAA-COMPLIANT AUTHORIZATION FOR RELEASE OF CONFIDENTIAL MEDICAL INFORMATION, labeled Exhibit Q2-4, was formed without bias.

My examination revealed significant differences when comparing the Questioned signatures labeled Exhibits Q1-9 and Q2-4, to the twenty-one (21) Known signatures, labeled Exhibits K1-K21. Additionally, my conclusion was logical and based on the previously described methodology, analysis, comparison, and evaluation results. All tests were done with accepted scientific methodology and techniques, which were used to form my opinion.

BASIS

The basis of handwriting identification is that writing habits are not instinctive or hereditary but are complex processes developed gradually through habit, and also that handwriting is unique to each individual. Further, the basic axiom is that no one person writes exactly the same way twice (or signs their name exactly the same way twice), and no two people write exactly the same. Thus, writing habits or individual characteristics distinguish one person's handwriting from another.

Roy A. Huber and A.M. Headrick, leading forefathers of document examination in the USA, agree that one significant (unexplainable) difference in the fundamental structure of handwriting compared to another is enough to preclude common authorship.

Ordway Hilton stated: "It is the basic axiom of identification in document problems that a limited number of basic differences, even in the face of numerous strong similarities, are controlling and accurately establish nonidentity."

51



Atrium Health

ATRIUM HEALTH WAKE FOREST BAPTIST - JT 06 OPHTHALMOLOGY
MEDICAL CENTER BOULEVARD
WINSTON SALEM NC 27157-0001
Dept: 336-716-4091
July 15, 2025

Shelia Hallman Warner
2144 Violet St
Winston Salem NC 27127

Patient: **Shelia Hallman Warner**
Date of Birth: **10/13/1955**
Date of Visit: **7/15/2025**

Dear Dr. Shelia Hallman Warner:

Thank you for referring Shelia Hallman Warner to me for evaluation. Below are the relevant portions of the exam, along with my assessment and plan of care.

Vision readings for this visit:
Visual Acuity (Snellen - Linear)

	Right	Left
Dist sc	CF at 3'	CF at 3'
Dist ph sc	NI	NI

Correction: Contacts

Tonometry (Tonopen, 1:23 PM)

	Right	Left
Pressure	22	16

Assessment/Plan:

Shelia was seen today for blurred vision.

Diagnoses and all orders for this visit:

Advanced atrophic nonexudative age-related macular degeneration of both eyes with subfoveal involvement

Blurred vision

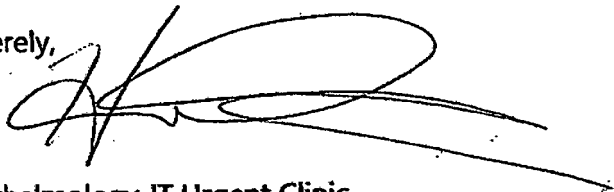
- OCT, Macula - OU - Both Eyes
- Fundus Photography, Optos - OU - Both Eyes

Retinal dystrophy

Patient seen today in urgent clinic for progressive vision loss right eye. She has severe macular degeneration in both eyes and is legally blind in both eyes. This likely is a chronic process and she has likely had poor vision for several years, if not decades.

If you have questions, please do not hesitate to call me. I look forward to following Shelia along with you.

Sincerely,



Ophthalmology JT Urgent Clinic

Hannah Shuman, MD
Ophthalmology, PGY-3

CC:
No Recipients

Bluefield State College

BLUEFIELD STATE COLLEGE FACULTY APPOINTMENT

Bluefield State College
Remitted
JUN 22 2020
Tenn Rec 022

Name: Sheila Hallman-Warner
Address: 304 Memorial Ave
Bluefield, WV 24701

Title: ASSISTANT PROFESSOR OF CRIMINAL JUSTICE

Start Date: 8/1/2020
Annual Base Salary: \$53,428.00

Increment:
\$1,560.00

End Date: 5/7/2021
Total Salary: \$54,988.00

Years of WV Service: 26

FTE: 100

Installments: 26

Rank: 3, Assistant Professor

Tenure Status: 1 - Tenured
Critical Year:

This appointment is subject to adequate funding and the approval of the Expenditure Schedule by the WV Higher Education Policy Commission (HEPC) and the State Budget Office, Department of Revenue of the State of West Virginia. Your employment is subject to the fulfillment of your position responsibilities during the life of this appointment, consistent with the provisions of the WV HEPC's Procedural Rule, Series 9, Board of Governors Policy 19, and any amendments thereof. Your specific assignments will be determined by the President or a designated representative. Any conditions which are part of the appointment are attached to this agreement and made a part hereof only if they are signed by the faculty member and the institutional Provost and Vice President for Academic and Student Affairs.

Acceptance of this agreement is signified by signing and dating below. It should be received at the Office of Human Resources within ten (10) days from the date which appears beside the Provost and Vice President for Academic and Student Affairs signature.

Provost and Vice President for Academic and Student Affairs
(BSC Representative)

Date

Employee

Date

1. White - Human Resources
2. Yellow - Payroll
3. Pink - Employee

Breach of Contract
Jan. 2021
- wage suppression

OFFICE OF THE VICE PRESIDENT FOR ACADEMIC AND STUDENT AFFAIRS

APPENDIX 0118
APPENDIX 0118